

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: February 1, 2005

SUBJECT: AN AGREEMENT WITH KING COUNTY AND THE GREATER REDMOND TRANSPORTATION MANAGEMENT ASSOCIATION TO DELIVER R-TRIP AND PERFORMANCE-BASED EMPLOYER INCENTIVE PROGRAM OUTREACH AND PERSONALIZED COMMUTE ASSISTANCE

I. RECOMMENDED ACTION

By motion authorize the Mayor to execute an Agreement with King County and the Greater Redmond Transportation Management Association to jointly provide Outreach and Personalized Commute Assistance services for the Redmond Trip Reduction Incentive Program (R-TRIP) and the Performance-Based Employer Incentive Program through December 31, 2005.

II. DEPARTMENT CONTACT PERSONS

Roberta Lewandowski, Director, Planning and Community Development, 425-556-2447
Kim van Ekstrom, Manager, Marketing and Transportation Programs, 425-556-2419
Erika Vandenbrande, Senior Planner, TDM Programs, 425-556-2457

III. DESCRIPTION/BACKGROUND

The City of Redmond, King County, and the Greater Redmond Transportation Management Association (GRTMA) each provide programs and services to assist employers in encouraging their employees to commute in modes other than driving alone. These services support employers in meeting their goals for the Commute Trip Reduction law and Transportation Management Programs, and thereby help reduce energy consumption, air pollution, and traffic congestion.

R-TRIP and the Performance-Based Employer Incentive Program have been very successful in forming partnerships with employers to provide effective alternatives to single occupant vehicle use. The Business Tax/Transportation Improvement (BTI) funds approved by Council to support these programs have been augmented by additional funding from King County. The City has previously contracted with the GRTMA to help implement the programs. This action provides for all three agencies to subscribe to a single agreement to jointly implement these programs. The City, King County and the GRTMA desire to continue to work together to implement the R-TRIP and Performance-

RE: **AN AGREEMENT WITH KING COUNTY AND THE GREATER REDMOND TRANSPORTATION MANAGEMENT ASSOCIATION TO DELIVER R-TRIP AND PERFORMANCE-BASED EMPLOYER INCENTIVE PROGRAM OUTREACH AND PERSONALIZED COMMUTE ASSISTANCE**

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Based Employer Incentive Program to provide incentives, program support, and commuter assistance to both large and small employers in Redmond.

The GRTMA is uniquely qualified to provide the outreach and personalized commute assistance services to the R-TRIP and Performance-Based Employer Incentive Program partnerships. It is the sole non-profit organization that provides employer commute services in Redmond. The GRTMA has also demonstrated its ability to successfully provide program outreach to both employers and their employees, and personalized commute assistance to the R-TRIP program.

IV. IMPACT

A. Service Delivery: Approval of this agreement will result in enhanced opportunities for employers and commuters into Redmond to receive alternate commute subsidies and assistance in accessing alternate commute modes, thereby improving mobility in Redmond.

B. Fiscal: There will be no additional cost to the City as a result of this action. Funding for these services has previously been approved by Council.

V. ALTERNATIVES TO STAFF RECOMMENDATION

A. Do not approve the agreement: If the agreement is not approved, outreach, personalized commute assistance, and commuter support services to Redmond commuters will be disrupted.

VI. TIME CONSTRAINTS

The agreement expires on December 31, 2005. Any delay in implementing the contract reduces the amount of time the City and participating employers would have to reduce commute trips.

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**RE: AN AGREEMENT WITH KING COUNTY AND THE GREATER REDMOND TRANSPORTATION
MANAGEMENT ASSOCIATION TO DELIVER R-TRIP AND PERFORMANCE-BASED
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VII. LIST OF ATTACHMENTS

Attachment A: R-TRIP and Performance-Based Employer Incentive Program Outreach
and Personalized Commute Assistance Agreement with King County
and the Greater Redmond Transportation Management Association
Agreement

Exhibit 1: Scope of Work and Budget

/s/

Roberta Lewandowski, Planning Director

1/20/05

Date

Approved for Council Agenda: /s/

Rosemarie Ives, Mayor

1/23/05

Date

ATTACHMENT A

Agreement between The City of Redmond, Washington, King County, Washington and the Greater Redmond Transportation Management Association

R-TRIP and Performance-Based Employer Incentive Program Outreach and Personalized Commute Assistance

This agreement is made and entered into by and between the City of Redmond (hereinafter the "City"), King County, through its Department of Transportation (hereinafter the "County") and the Greater Redmond Transportation Management Association (hereinafter the "GRTMA"), each of which entity may be referred to hereinafter as "Party" or collectively as the "Parties".

Recitals

- A. Whereas, the City, the County and the GRTMA are partners on a variety of regional transportation projects; and
- B. Whereas, the City, the County and the GRTMA provide programs to assist employers in Redmond in encouraging their employees to commute in modes other than driving alone and thereby help reduce energy consumption, air pollution and traffic congestion, and
- C. Whereas, survey results have shown the innovative elements of the existing Redmond Trip Reduction Incentive Program (R-TRIP) have exceeded program goals and have been very effective; and
- D. Whereas, the City, the County and the GRTMA desire to expand R-TRIP into the residential sector and provide new approaches to increase mobility options for Redmond residents,

Agreement

Now therefore, in consideration of the terms, conditions and covenants contained herein, the Parties hereto agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to establish the roles and responsibilities of the City, the County, and the GRTMA as related to the provision of funding and services for the Redmond Trip Reduction Program (R-TRIP) and the Demonstration of Performance-Based Trip Reduction Incentive Program.

2. Scope of Work and Budget

The objectives, tasks, and budget of this Agreement are set forth in the Scope of Work and Budget detailed in **Attachment A** to this Agreement, which is attached hereto and incorporated herein by this reference.

3. Term of Contract

This Contract shall commence on January 1, 2005 and shall terminate on December 31, 2005, unless terminated earlier, pursuant to the terms and conditions of this Agreement. The agreement can be extended on an annual basis for up to three years, by mutual agreement of all parties.

4. Invoice and Payment Procedures

4.1 Reimbursement of Eligible Expenses

The City shall reimburse the GRTMA for up to \$57,000 (a monthly rate of \$4,750) in labor costs for outreach and personalized commute assistance. The GRTMA shall invoice the City quarterly during the year.

4.2 City Invoicing Information

Invoices to the City shall be submitted to:

City of Redmond, R-TRIP Project Manager
Planning
MS CHPL
P.O. Box 97010
Redmond, WA 98073-9710

5. Record Retention

During the progress of the work and for a period of not less than three years from the date of final payment by the City, the City and the GRTMA shall keep available for inspection and audit the records pertaining to the Scope of Work and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Scope of Work will be furnished upon request. If any litigation, claim or audit is commenced related to performance of the Scope of Work, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the three-year retention period.

6. Audit

The Parties to this Agreement, the State Auditor, and the Inspector General and any of their representatives shall have full access to and right to examine, during normal business hours, all County, City, and GRTMA records with respect to all matters covered by this Agreement; provided, however, that nothing herein shall require the disclosure of documents or records that are privileged or otherwise exempt from discovery or public disclosure. Such representatives shall be permitted to audit, examine, copy, and make excerpts or transcripts from such records, and other matters covered by this Agreement.

7. Agreement Modifications

Any changes made to this Agreement shall be mutually agreed upon by all Parties to this Agreement in writing. If such changes cause an increase or decrease in any assigned cost, or in the time required for the performance of any services under this Agreement, an equitable adjustment agreed to by all Parties may be made to the Agreement price or period of performance and the Agreement shall be modified in writing accordingly.

8. Termination

8.1 Termination for Convenience

Any Party may terminate its participation in this Agreement, in whole or in part, for its convenience upon providing sixty (60) calendar days' advance written notice of the termination.

8.2 Termination for Cause

Any Party may terminate its participation in this Agreement in the event that another Party fails to perform its obligations, as described in this Agreement, through no fault of another, by providing written notice not less than fifteen (15) calendar days prior to its intent to terminate.

8.3 Termination for Non-Appropriation

Any Party may terminate its participation in this Agreement at the end of each calendar year in the event that sufficient funds are not appropriated to cover performance of any Party's responsibilities under this Agreement. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

8.4 Termination for Grant Funding

Any Party may terminate its participation in this Agreement if any of the grant funds designated for the services specified in this Agreement become unavailable. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

8.5 Other Items

Following receipt of a Party's intent to terminate its participation in this Agreement pursuant to Sections 8.1, 8.2, 8.3, or 8.4 above, the non-terminating Parties shall meet to determine whether to continue the Agreement without the terminating Party or terminate the Agreement in its entirety.

If this Agreement is so terminated prior to fulfillment of the terms stated herein, the GRTMA shall be reimbursed by the City in accordance with Section 4 of this Agreement for 100% of all eligible direct and related indirect expenses and non-cancelable obligations incurred to the date of termination; provided, however, that any such reimbursement is strictly subject to the availability of grant funds for any such payment.

9. Waiver of Default

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any

other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties and attached to the original Agreement.

10. Legal Relations

- A. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed because of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors, subcontractors, or representatives of any other Party.
- B. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- C. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- D. The provisions of this section shall survive any termination of this Agreement.

11. Assignment and Subcontracting

11.1 Assignment

No assignment or subcontracting of responsibilities, monies due, or claims arising out of this Agreement may be made by any Party without the prior written consent of the other Parties. Said consent must be sought in writing by the interested Party not less than fifteen (15) calendar days prior to the date of any proposed assignment.

11.2 Subcontracting

"Subcontract" shall mean any agreement between any Party and a sub-contractor or between sub-contractors that is based on this Agreement, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject of this matter, or (2) supplies.

12. Force Majeure

Any Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; a lawful order of any court or civil authority of competent jurisdiction commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such incapacitating cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the need to make payment for work performed in accordance with this Agreement.

13. Indemnification

Each Party shall protect, defend, indemnify and save harmless the other Parties, their elected officials, officers, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions in performing work under this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide the indemnified Parties with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

14. Severability

If any covenant or provision in this Agreement shall be adjudged void by a court of competent jurisdiction, such adjudication shall not affect the viability, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

15. Mutual Negotiation and Construction

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against another Party.

16. All Terms and Conditions

This Agreement represents the entire integrated agreement among and between Parties hereto, superseding all prior negotiations, representations or agreements in connection with the responsibilities specifically stated herein. This Agreement is in addition to and is not intended to modify any terms or conditions between the City of Redmond and King County of the Agreements entitled "Demonstration of Performance-Based Trip Reduction Incentive Program" approved by the City's Council December 7, 2004 and "R-TRIP Program" approved by the City's Council January 4, 2005. This Agreement may be amended only by written agreement by all parties to the Agreement.

17. Contact Persons

The City, the County and the GRTMA shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	City of Redmond
Contact Name	Erika Vandenbrande
Title	Senior Planner
Address	City of Redmond
	15670 N.E. 85th Street
	PO Box 97010, Redmond, WA 98073-9710
Telephone	425-556-2457
Fax	425-556-4242
E-Mail	Evandenbrande@redmond.gov
	King County
Contact Name	David Stallings
Title	Senior Transit Planner
Address	King County Metro Transit
	400 Yesler Way, M/S YES-TR-0600
	Seattle, WA 98104-2615
Telephone	206-684-1623
Fax	206-684-2058
E-Mail	david.stallings@metrokc.gov
	Greater Redmond Transportation Management Association
Contact Name	John Resha
Title	Executive Director
Address	15592 NE 36 th St., Suite 100
	Redmond, WA 98052
Telephone	(425) 702-8001 ext. 206
Fax	(425) 702-9628
E-Mail	jresha@grtma.org

18. Execution of Agreement

This Agreement shall be executed in three counterparts, any one of which shall be regarded for all purposes as an original.

In witness whereof the Parties have caused this Agreement to be executed by duly authorized representatives as of the last date signed below:

King County

By _____

Kevin Desmond, General Manager
King County Metro Transit

Date _____

City of Redmond

By _____

Rosemarie Ives, Mayor
City of Redmond

Date _____

**Greater Redmond Transportation
Management Association**

By _____

Ty Munger, President
Greater Redmond Transportation Management
Association

Date _____

Exhibit 1 - Scope of Work and Budget

1. Program Objectives

The objectives of this program are to work in partnership to educate residents, employees and employers located in Redmond about alternate transportation modes and encourage use of these alternate modes through a combination of personalized assistance, promotion and incentives.

2. Partner Tasks and Responsibilities

City of Redmond	GRTMA	KC Metro
a. Provide project management to coordinate individual partner and group efforts	a. Provide project management to coordinate individual partner and group efforts	a. Provide project management to coordinate individual partner and group efforts
b. Develop program goals and metrics in cooperation with other partners	b. Develop program goals and metrics in cooperation with other partners	b. Develop program goals and metrics in cooperation with other partners
c. Serve as lead partner for outreach, marketing and follow-up for residentially-based TDM and provide support to GRTMA on employer-based activities.	c. Serve as lead partner for outreach, marketing and follow-up for employer-based TDM and provide support to the City of Redmond on residentially-based activities	c. Track employer program and commuter participation; provide weekly program goal reporting.
d. Track residential program outreach and participation and provide weekly program goal reporting.	d. Track employer program outreach and commuter participation and provide weekly program goal reporting.	d. Provide printed plastic RSVP cards to be used for vanpool fares.
e. Order and allocate to appropriate partners vouchers, fare media, rewards and incentives	e. Compile all partners' goal reports and combine in to a single report for the Partnership.	e. Coordinate and expedite for the partnership: processing and provision of RSVP fare media; personalized vanpool and carpool administration (e.g., vanpool formation paperwork; integrating new vanpoolers into existing vans, rider retention)
f. Develop and design (in collaboration with project partners) and print, graphical marketing materials for R-TRIP and EPIP.	f. Schedule and conduct transportation events for Redmond employer sites that are in addition to/enhanced from the transportation fairs provided as part of core services to GRTMA members	f. Provide a formal liaison between the GRTMA and Metro, acting on behalf of the Redmond partnership, to streamline provision of Metro products such as FlexPass, Area FlexPass, Commuter Bonus, and Home Free Guarantee, RideshareOnline, and VanPool/Vanshare.
g. Develop, design and have made display materials for use at transportation events.	g. Receive applications, verify eligibility, and distribute appropriate incentives, fare media and rewards for participants in RSVP, RPASS, R-Rewards and ETC Rewards programs.	g. Communicate the partnership's position on program integration when representing King County at large in the development of financial incentive programs funded by King County or the State; provide timely communication to partnership on development progress.
h. Refine and maintain project website (www.GOtrip.com)	h. Distribute RSVP passes, RPASS fare media and R-Rewards incentives.	h. Personalized follow-up and formation services for vanpooling for all regional providers. Maintain log of all contacts with Redmond commuters tracking phone and email volume and services provided.
i. Refine and maintain R-Rewards web-based commute calendar and administrative system.	i. Promote Metro Bus Pass Programs (Area FlexPass, Flex Pass, etc...) as detailed on the Metro website and appropriate to organizational customers seeking transportation program solutions beyond core R-TRIP programs	i. Oversee the review of all Redmond Ridematch applicant files for data reliability and opportunities for improvement in match data, such as additional pick up points and other flexibility options
j. Contract with individual employers to provide R-TRIP (including employer grants) and EPIP incentives	j. Complete agreed upon Metro on-line referral form and e-mail to Product Sales Rep in CTR Services	j. Perform regular review of KCM VanPool ridership levels to identify groups at risk of folding, complete retention functions and provide individualized follow up with drivers until appropriate ridership levels are restored
k. Process and pay employer invoices for payment of R-TRIP and EPIP.	k. Participate with County in evaluating effectiveness of referral process.	k. Manage Ridematch database to ensure data integrity and mine data to maximize opportunities to form new vanpools and

		identify new or enhanced strategic opportunities, including constructing potential vanpool groupings and following up individually with potential riders to promote the formation of vanpools
l. Participate with GRTMA and County in project review and evaluation	l. Participate with City and County in project review and evaluation	l. Review referrals generated and provide follow-up contact within two business days
		m. Participate with GRTMA in evaluating effectiveness of the referral process.
		n. Participate with City and GRTMA and in project review and evaluation
		o. Administer distribution of remaining R-Rewards cards in inventory.

3. PROJECT BUDGET

Program Element	City	County	GRTMA	Total
Outreach, Personalized Commute Assistance and Administration	\$57,000	0	0	
Program Management	In-kind	In-kind	In-kind	
Program Totals	\$57,000	\$0	\$0	\$57,000